IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.195 OF 2006

IN

SUMMARY SUIT NO.522 OF 2006

...

The Jammu and Kashmir Bank Ltd. ...Plaintiff

v/s.

F.A.Distributors & Ors. ...Defendant

...

Mr.Vicky Singh i/b Goenka Law Associates for the Plaintiff.

Mr.R.C.Kaushik for Defendants Nos. 2 & 3.

...

CORAM: D.K.DESHMUKH, J.

DATED: 10TH OCTOBER,2006

P.C.:

1. The Plaintiff's suit against the Defendant is based on agreement signed by the Defendants. Defendant No.1 is principal borrower. Defendants Nos. 2 & 3 are the guarantor. Defendant No.1 has not appeared though served. Affidavit of service has been filed. Defendants Nos. 2 & 3 have appeared and filed their reply. They did not deny their signatures on the contract of guarantee. Their defence is that they signed the documents because the Defendant No.1 asked them to sign the documents and they signed it without reading it. In my opinion, this can hardly be termed as a defence. The documents are in English. Defendants Nos.2 & 3 have signed the documents in English. They have not stated as to why they signed the documents without reading it. The defence put up by the Defendants Nos. 2 & 3 is incapable of being accepted. Defendants Nos. 2 & 3 are, therefore, not entitled to any leave to defend. The Plaintiff is, therefore, entitled to judgment.

2. So far as Defendant No.1 is concerned, he has been served. He is not appearing. Affidavit of service has been filed. Therefore, in terms of the provisions of Order XXXVII of CPC, Plaintiff is entitled to judgment against the Defendant No.1 also.

3. In this view of the matter, therefore, the suit of the Plaintiff is decreed in terms of prayer clauses (a) & (b). Refund of court fees as per rules.

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